

EXHIBIT “B”

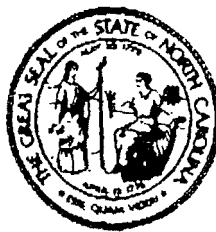
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STATE OF NORTH CAROLINA



Department of The
Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, *Secretary of State of the State of North Carolina*, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION OF NTEX TRANSIT, L.L.C.

the original of which was filed in this office on the 10th day of November, 1997.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 10th day of November, 1997.



Operating Agreement of NTEX Transit, LLC

(A North Carolina Limited Liability Company)

DATED: December 15, 1997

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OPERATING AGREEMENT**OF****NTEX Translt, LLC**

THIS OPERATING AGREEMENT of NTEX Translt, LLC (the "Company"), a limited liability company organized pursuant to the North Carolina Limited Liability Company Act, is executed effective as of the date set forth on the cover page of this Agreement, by and among the Company and the persons executing this Agreement as the Members and Managers.

**ARTICLE I
FORMATION OF THE COMPANY**

1.1. *Formation.* The Company was formed on November 10, 1997, upon the filing with the Secretary of State of the Articles of Organization of the Company. In consideration of the mutual premises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the rights and obligations of the parties and the administration and termination of the Company shall be governed by this Agreement, the Articles of Organization and the Act.

1.2. *Name.* The name of the Company is as set forth on the cover page of this Agreement. The Managers may change the name of the Company from time to time as they deem advisable, provided appropriate amendments to this Agreement and the Articles of Organization and necessary filings under the Act are first obtained.

1.3. *Registered Office and Registered Agent.* The Company's registered office within the State of North Carolina and its registered agent at such address shall be as determined from time to time by the Managers.

1.4. *Principal Place of Business.* The principal place of business of the Company within the State of North Carolina shall be at such place or places as the Managers may from time to time deem necessary or advisable.

1.5. *Purposes and Powers.*

(a) The purpose and business of the Company shall be to engage in the purchase, development, ownership, and sale of real property and in any other lawful business for which limited liability companies may be organized under the Act.

(b) The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act.

1.6. *Term.* The Company shall continue in existence until the close of the Company's business on October 31, 2032, as specified in the Company's Articles of Organization, unless the Company is earlier dissolved and its affairs wound up in accordance with the provisions of this Agreement or the Act.

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rived an improper personal benefit; or (iii) acts or omissions occurring prior to the date this provision becomes effective. If the Act is amended to authorize further elimination of or limitations on the liability of Managers, then the liability of the Managers shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Section shall not adversely affect the right or protection of a Manager existing at the time of such repeal or modification. The provisions of this Section 3.5 shall apply also to any Person to whom the Members have delegated management authority as provided in Section 3.1, whether or not such Person is a Manager or Member.

1.6. *Liability for Return of Capital Contribution.* The Managers shall not be liable for the return of the Capital Contributions of the Members, and upon dissolution, the Members shall look solely to the assets of the Company.

ARTICLE IV RIGHTS AND OBLIGATIONS OF MEMBERS

1.1. *Names and Addresses of Members.* The names, addresses, and Membership Interests of the Members are as reflected in Schedule I attached hereto and made a part hereof, which Schedule the Company shall amend as necessary to maintain the accuracy of all information disclosed therein.

1.2. *No Management by Members.* The Members in their capacity as Members shall not take part in the management or control of the business, nor transact any business for the Company, nor shall they have power to sign for or to bind the Company.

1.3. *Election of Managers.* The Members shall have the power by the action of a Majority in Interest to elect a Person to serve as a Manager to replace any Manager no longer able to serve in such capacity due to such Manager's death, resignation, or the vote of a Majority in Interest of the Members to remove such Manager.

1.4. *Action by Members.* Any action to be taken by the Members under the Act or this Agreement may be taken (i) at a meeting of Members held on such terms, and after such notice as the Managers may establish; PROVIDED, HOWEVER, that notice of a meeting of Members must be given to all Members entitled to vote at the meeting at least five (5) days before the date of the meeting; or (ii) by written action of a Majority in Interest of the Members; PROVIDED, HOWEVER, that any action requiring the consent of all Members under this Agreement, the Act, or other applicable law taken by written action must be signed by all Members. No notice need be given of action proposed to be taken by written action, or an approval given by written action, unless specifically required by this Agreement, the Act, or other applicable law. Such written actions must be kept with the records of the Company.

1.5. *Limited Liability.* The Members shall not be required to make any contribution to the capital of the Company except as set forth in Article V, nor shall the Members in their capacity as such be bound by, or personally liable for, any expense, liability, or obligation of the Company except to the extent of their interests in the Company and the obligation to return Distributions made to them under certain circumstances as required by the Act. The Members shall be under no obligation to restore a deficit capital account upon the dissolution of the Company or the liquidation of any of their Membership Interests.

1.6. *Bankruptcy or Incapacity of a Member.* A Member shall cease to have any power as a Member or a Manager, any voting rights or rights of approval hereunder upon death, bankruptcy, insolvency, dissolution, assignment for the benefit of creditors, or legal incapacity; and each Member,

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DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
MEMPHIS TN 37501

DATE OF THIS NOTICE: 12-17-1997
NUMBER OF THIS NOTICE: CP 575 B
EMPLOYER IDENTIFICATION NUMBER: 56-2058904
FORM: SS-4
4916820988 B

NTEX TRANSIT L L C
% CRAIG S EURY JR
104 SCALEYBARK CT
WEST END NC 27376

FOR ASSISTANCE CALL US AT:
1-800-829-1040

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 56-2058904. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments, and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing, incorrect information in your account, or cause you to be assigned more than one EIN.

Based on the information shown on your Form SS-4, you must file the following forms(s) by the date we show.

Form 1065

04/15/1999

If the due date has passed please complete the form and send it to us by 01-01-1998. If we don't receive the form by that date additional penalties and interest will be charged. If you weren't in business or didn't hire employees for the tax period shown, please file the form showing that you have no liability.

If you need help in determining what your tax year is, you can get Publication 538, Accounting Periods and Methods, at your local IRS office.

If you have any questions about the forms shown or the date they are due, you may call us at 1-800-829-1040 or write to us at the address shown above.

Thank you for your cooperation.

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MANAGERS:

Craig S. Bury, Jr.

Kim White

Kim White

MEMBERS:

Craig S. Bury, Jr.

Kim White

Kim White

Richard Rodriguez

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SCHEDULE 1

Name and Addresses of Members	Initial Cash Contribution	Membership Interest
Craig S. Eury, Jr. PO Box 630 Vass, NC 28394	\$ <u>0</u>	33.3%
Kim White Scaleybark Road West End, NC 27376	\$ <u>0</u>	33.3%
Richardo Rodriques 410 St. James St. Laredo, TX 78041	\$ <u>0</u>	33.3%